

**BY ORDER OF THE COMMANDER**  
**673D AIR BASE WING (PACAF)**

**673RD AIR BASE WING INSTRUCTION**  
**32-6007**



**10 OCTOBER 2012**

**Civil Engineering**

**RENTAL PARTNERSHIP PROGRAM**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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(Col Anthony R. Ramage)

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This instruction implements AFD 32-60, *Housing*, and is used in conjunction with AFI 32-6001, *Family Housing Management*. It establishes responsibilities and procedures for the rental partnership program (RPP) of accompanied and unaccompanied military personnel. This instruction applies to all active duty military personnel assigned to Joint Base Elmendorf-Richardson (JBER), AK, but does not apply to the US Air Force Reserve or Air National Guard units and members. Refer any recommended changes and questions about this publication to the office of primary responsibility (OPR) using the AF Form 847, *Recommendation for Change of Publication*. Route the AF Forms 847 through the appropriate chain of command. Ensure all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 33-363, *Management of Records*, and disposed of in accordance with Air Force Records Information management System (AFRIMS) Records Disposition Schedule (RDS) located at <https://www.my.af.mil/afirms/afirms/afirms/rim.cfm>. See **Attachment 1** for a Glossary of References and Supporting Information.

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## **1. Rental Partnership Program (RRP):**

1.1. The RPP is an Air Force program with the purpose of providing active duty military members referral of quality community housing consisting of single family homes, apartments, condos, town homes and duplexes by promoting formal agreements between property managers, and the capital asset management element (CEACH), based on demand and need.

1.2. The RPP consists of two options, the RPP below Market and the RPP Plus from which selected property managers/landlords will choose to list their rental properties.

1.2.1. The RPP below Market option offers rent at a reduced rate and basic cable by exception. With this option, utilities are paid separately unless otherwise stated in the memorandum of understanding (MOU).

1.2.2. The RPP Plus option includes utilities with a maximum usage cap, and basic cable by exception.

1.3. Fees such as background or credit checks will not be charged to qualified members who apply for tenancy in participating rental properties. There will be no out-of pocket move-in expenses such as deposits for security, cleaning, or damages assessed to tenants. Some rental

units may have free storage and others may charge an additional fee. Additional fees will be at market rates.

1.4. Rental payments will be made by means of military allotments through the CEACH Office to start, change and stop transactions.

1.5. The Alaska Landlord Tenant Act (ALTA) and the MOU between each property and CEACH office will govern the RPP.

1.6. The RPP will be made available to local rental properties who successfully meet the selection process guidelines.

1.7. The CEACH office will not assume or be held liable in any manner for damages or monetary obligations incurred by participating tenants. As such the government will not reimburse the property managers/landlords in any way.

## **2. Eligibility:**

2.1. To be eligible members must be active duty, currently assigned to JBER, have at least one year remaining on the assignment and must initiate an allotment through the finance office for landlord payment. Members with less than one year remaining on their assignment may be eligible in the RPP on a case-by-case basis only if agreed upon by property managers/landlords. CEACH representatives validate member eligibility for the RPP program.

2.2. Unaccompanied personnel, Air Force E4 and below, with less than 3 years in the service, or Army E5 and below must provide an Exception to Policy letter authorizing them to reside off-base to the CEACH office representative in order to qualify for the RPP program.

## **3. Applications/Leases/Allotments:**

3.1. Prior to entry into the RPP, eligible members must complete an RPP application (see **Attachment 2**, this instruction) containing member contact data, projected date estimated return overseas (DEROS), number of dependents/ roommates, and acceptance of the RPP terms.

3.2. Members must visit the CEACH Office to apply for the RPP program. Members will be provided an RPP application that must be signed by both the member and the CEACH representative identifying all participating rental properties and allotment process responsibilities.

3.3. Members may then begin the process of selecting a participating RPP rental property. The member must provide the selected property managers/landlords the RPP application to validate entitlement of the program to the landlord who will complete the appropriate section identified for their use. The lease must then be signed by both the member and the property manager/landlord. Under the RPP leases are established for one year. Leases for periods of less than one year may be accepted at the discretion of the property manager/landlord.

3.4. Upon obtaining signatures, members are required to return both the application and signed and dated lease to the CEACH office so that allotment actions can be conducted. The CEACH Office will maintain a copy of the RPP application, signed lease, and allotment action on file until the lease is terminated.

3.4.1. In the event that the lease is renewed a copy of the new lease must be provided to the CEACH Office to be placed on file. Changes to allotments will be adjusted to reflect the new lease amounts, as required.

3.4.2. It's the member's responsibility to ensure the allotment action is successful and the property managers/landlords receive payment on time.

3.4.3. Members must complete the required steps noted above regarding the "application procedures" in order to participate in the RPP program. If occupancy occurs prior to accomplishing the required application procedures the member will pay rent at the market rate to include all deposits and background search, and personal history fees.

3.5. The tenant must provide copy of the allotment application and first month's rent (cashiers check or money order) to the property managers/landlords prior to occupancy.

#### **4. Responsibilities:**

4.1. The CEACH Office is responsible for establishing guidelines, as well as monitoring, managing, and implementing the RPP program. This is accomplished by negotiating an MOU with each participating property manager/landlord. CEACH is responsible for reviewing rental prices and program options annually. CEACH will maintain a database of properties in the program that identifies individual properties, name of member, rank, apartment number, duty phone, price, move in date and DEROS.

4.1.1. **New Property Inspections.** CEACH is responsible for ensuring properties being considered for selection into the RPP program be in good condition, modern, clean, and located in safe neighborhoods.

4.1.1.1. Prospective property managers/landlords with multi-complexes must be able to provide at least five like rental units within a four-month period.

4.1.1.2. RPP Rental Property Acceptance Inspection Process:

4.1.1.2.1. Once a rental property meets the basic requirements an inspection team comprised of between three to eight members (company grade officers, first sergeants, noncommissioned officers, and a housing representative) is assigned to evaluate selection for final approval into the RPP.

4.1.1.2.2. The inspection team is assembled and schedules the task of completing an RPP Property Inspection Checklist (see **Attachment 3**, this instruction) evaluation. Determinations of the inspection are forwarded to the rental property managers/landlords. If the property fails the selection process the property managers/landlords must correct deficiencies before another inspection is rescheduled. If the property is selected a CEACH representative will review RPP policies and procedures and negotiate with the property managers/landlords to set rental rates and obtain an MOU. A company code is then obtained from the military finance office to allow for expedient processing of allotment actions.

4.1.1.2.3. Rental inspections may be conducted by CEACH office representatives as frequently as necessary to ensure that standards are being maintained using the facility inspection checklist (see **Attachment 4**, this instruction).

4.1.2. **RPP Property Listings.** CEACH is responsible for maintaining RPP property listings containing current participating rental properties, options offered, contact phone numbers, addresses, and an area map identifying rental locations that will be made available for member reference at the CEACH storefront offices.

4.2. Members are responsible for abiding by terms of the RPP agreement. It's the member's responsibility to ensure their rent is paid in full, their apartment is cleaned and cleared, and their allotment is stopped at the end of the lease agreement.

4.2.1. Failure to abide by the terms of the RPP agreement may result in suspension or revocation of eligibility to participate in the program.

4.2.2. Members that are issued a notice to vacate from property managers/landlords are responsible for notifying the CEACH Office **IMMEDIATELY**, and will no longer be eligible to participate in the RPP.

4.3. Property managers/landlords are responsible for acquiring a new RPP MOU (see **Attachment 5**, this instruction) with the CEACH Office annually as a requirement to remain in the RPP.

## **5. Complaints Resolution:**

5.1. In the case of a grievance tenants should first attempt to contact their property managers/landlords to resolve their differences. In the event that a resolution cannot be reached members should then contact the CEACH office for mediation. Complaints will be remedied in accordance with the Alaska Landlord Tenant Act (ALTA) and must be submitted formally, in writing, before review by the CEACH Office. If the complaint is found to be valid a copy will be forwarded to property managers/landlords as the circumstances dictate. If a resolution is still not reached then legal assistance is advised.

5.2. Valid complaints made against property managers/landlords are resolved within time limits outlined in the ALTA.

5.3. All formal complaints will be maintained on file in the CEACH Office and reviewed prior to renewal of all annual MOU agreements.

**6. Termination of a Property.** Properties not conforming to or not maintained within the CEAC housing standards will be removed from the RPP. Prior to removal, the property manager/landlord will be provided written notice of the deficiencies and a 30-day opportunity to cure the deficiencies. Properties may also be terminated by either party upon 90 days written notice to the other party.

## **7. Termination of a Lease:**

7.1. **Notice of Lease Termination.** Members must provide property managers/landlords a written notice to terminate tenancy at least 30 days (one full rental month) prior to the rental due date. To cancel an allotment, the member must provide CEAC a copy of the notice to terminate signed by the property manager/landlord indicating the final move out status. If termination is due to permanent change of station (PCS), deployment or temporary duty (TDY) assignment the member must provide a copy of orders to the landlord as validation.

7.2. **Termination of Lease Due to Military Orders.** Under the Service members Civil Relief Act the rent liability for members receiving PCS, separation/retirement orders, or TDY

orders in excess of 3 months may not exceed 30 days from the next rent due date providing the member gave property managers/landlords a written 30-day notice to terminate to the property along with a copy of the military orders. In many circumstances military orders are not made available to the member until several days prior to the date of departure. If a member has not yet been issued official orders but has received notice of pending PCS, separation/retirement, or TDY orders they may choose to provide property managers/landlords a written 30-day notice of termination from the next rental due date prior to the pending departure. The member is, however then obligated to the date provided on the notice to terminate. Any notice to terminate in advance of the final date on the lease agreement requires the tenant be responsible under the terms of their agreement until that date unless the unit is reoccupied. In accordance with the ALTA, property managers/landlords must refund any remaining rent to the tenant within 14 days from the date the unit is reoccupied.

**7.3. Prefinal Inspection.** It's highly recommended that the member request a walk through inspection prior to the actual final date in order to assess any damages that may exist.

**7.4. Rental Cleaning.** Members are responsible for cleaning the rental, returning the keys and garage door openers, and ensuring all rental payment obligations are paid in full. The rental must be returned to the property manager/landlord in the same degree of cleanliness in which it was received minus normal wear and tear. Carpet and walls must be cleaned in accordance with the ALTA. Charges may not be assessed by the lessor for normal non-abusive living. Members may be held responsible for any found conditions resulting from accident, neglect, or abuse which require repairs or treatments such as, but not limited to enzyme, damage to subfloor, or carpet replacement.

**7.5. Fees, Charges, and Payments.** Under the ALTA, property managers/landlords must return any deposits (including pet deposits) and/or over paid rent to the member (less deduction for damages and cleaning) within 14 days of the move-out date. When property managers/landlords assess member damages they must provide the member a written list of damages and charges within 14 days from the move-out date. Unless members protest the charges, the member is required to reimburse the landlord for these charges within seven days of notification. If there is substantial damage, it is recommended that the landlord/property manager notify CEACH immediately. When members fail to stop allotments or their accounts are overpaid it is the property managers/landlords responsibility to reimburse the member. Property managers/landlords are required to contact members and return the overpayment back to them. If the member failed to stop the allotment property managers/landlords should attempt to make contact with the member and return the funds. If property managers/landlords cannot contact the member or the member has failed to stop the allotment after being notified that the allotment is still active they need to send the funds back to the appropriate finance office and notify CEACH. This will not only return funds to members but it will also stop their allotment.

**7.6. Lease Options upon Expiration.** In accordance with the ALTA leases will be month-to-month after the 12-month lease expires; however, property managers/landlords may require members to sign a new lease at that time. If members decide not to renew their lease, a 30-day notice is required to terminate the conditions of the existing lease obligation. Any new leases will be based on the current RPP MOU. If members renew an existing lease

agreement they must provide a copy of the new agreement to CEACH and process a change allotment action at that time if there are any changes to the monthly rent amount.

**8. Breaking a Lease.** Members breaking a lease are subject to provisions of the ALTA. Members are liable for the rent from the date of lease breaking until the rental unit is re-rented, or until the terms of the lease are fulfilled as well as any damages that may have been incurred. Damages may include advertising, physical damages and/or cleaning. Some property managers/landlords may permit a buyout.

**9. Eviction.** Abuse of the RPP or failure to abide by the terms of the lease may result in suspension or revocation of eligibility to participate in the program and possible eviction from the property. Members issued a notice to vacate will be immediately suspended from participating in the RPP. If eviction actions are taken the CEACH Office must be notified **IMMEDIATELY**.

**10. Information Collections.** No information collections are required by this publication.

BRIAN P. DUFFY, Colonel, USAF  
Commander

**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

AFPD 32-60, *Housing*, 16 September 2005.

AFI 32-6001, *Family Housing Management*, 21 August 2006.

AFMAN 33-363, *Management of Records*, 1 March 2008

***Adopted Forms***

AF Form 847, *Recommendation for Change of Publication*.

***Acronyms and Abbreviations***

**AFRIMS** -- Air Force Records Information management System.

**ALTA**-- Alaska Landlord Tenant Act.

**CEACH** -- Capital Asset Management Element.

**DEROS** -- Date Estimated Return Over Seas.

**JBER** -- Joint Base Elmendorf-Richardson.

**MOU** -- Memorandum of Understanding.

**OPR** -- Office of Primary Responsibility.

**PAS** -- Privacy Act Statement.

**PCS** -- Permanent Change of Station.

**RDS** -- Records Disposition Schedule.

**RPP**-- Rental Partnership Program.

**TDY**-- Temporary Duty.



## Attachment 2

## RENTAL PARTNERSHIP PROGRAM APPLICATION

Figure A2.1. Rental Partnership Program Application JBER

- 1. General.** Under this program the initial lease will be for a period of 12 months unless otherwise agreed upon by both parties in writing. Failure to abide by the Rental Partnership Program rules may result in suspension or revocation of eligibility. While under this program the Alaska Landlord and Tenant Act (ALTA) provisions still applies.
- 2. Allotment.** Initiating an allotment for landlord payment is a prerequisite for eligibility under this program. As a condition for waiver of the security deposit and other benefits, the member must execute an allotment through the Capital Asset Management Office so that the rental payments are made directly to the landlord. Failure to initiate an allotment prior to move-in will result in conversion to non Rental Partnership Program status. As such, market price rates, deposits, and utilities will be incurred and costs will become the responsibility of the member.
- 3. Pre-Allotment Rental Payment.** Any rent due prior to successful receipt of payroll allotment to the property manager/landlord will be the responsibility of the member. Any such payment(s) will be made directly to the property manager/landlord by certified funds (money order or cashier's check).
- 4. Termination.** Member must provide the landlord a written notice to terminate tenancy at least 30 days (one full rental month) prior to the rental due date. To cancel an allotment the member must provide the Capital Asset Management Office a copy of the notice to terminate signed by the landlord indicating the final move out date. If termination is due to PCS, deployment or TDY assignment the member must provide a copy of orders to the landlord as validation. Upon termination member is responsible for any and all outstanding bills.
- 5. Damages.** Damages beyond normal wear and tear must be paid to the property manager/landlord within 7 days after receiving the itemized bill.
- 6. Military Clause.** In the event that the military member receives PCS, separation, retirement, or TDY orders of 90 days or more, the lease may be terminated with a copy of the orders and a written 30-day notice of termination.

**I understand and will comply with the above rules of the Rental Partnership Program.**

\_\_\_\_\_  
*Member's Signature/Date*

\_\_\_\_\_  
*673 CES/CEACH Signature/Date*

NAME: \_\_\_\_\_ SSN \_\_\_\_\_  
                     (LAST)        (FIRST)        (MI)

SERVICE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_ RANK: \_\_\_\_\_

DEROS: \_\_\_\_\_ BAH: \_\_\_\_\_ DUTY PHONE: \_\_\_\_\_ MIL TO MIL: \_\_\_\_\_

MEMBER IS ELIGIBLE: \_\_\_\_YES \_\_\_\_NO

## DEPENDENTS:

\_\_\_\_\_(LAST) \_\_\_\_\_(FIRST) \_\_\_\_\_(MI) \_\_\_\_\_(SEX) \_\_\_\_\_(RELATIONSHIP)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ROOMMATES:

\_\_\_\_\_(LAST) \_\_\_\_\_(FIRST) \_\_\_\_\_(MI) \_\_\_\_\_(RANK) \_\_\_\_\_(ORG) \_\_\_\_\_(DUTY PHONE)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPLICANT'S SIGNATURE

DATE

673 CES/CEACH Signature/Date

DATE

## Privacy Act Statement

AUTHORITY, 10 U.S.C. 8013, Secretary of the Air Force: powers and duties; delegation by AF132-6001, Family Housing Management. PURPOSE: Used to match housing desires with rentals listed. Used by housing officials, military personnel and authorized civilians to locate housing matching needs/desires. Identifies type of housing selected by incoming personnel and used by housing officials to monitor availability of off-base housing, housing selected and individual satisfaction with housing referral service provided. Used by Air Force officials to respond to inquiries on individual member's housing situation. ROUTINE USES: In addition to those disclosures generally permitted under 5 U.S.C. 552a (b) of the Privacy Act, these records, of information contained within, may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. a (b) (3) as follows: The Department of the Air Force "Blanket Routine Use" set forth at the beginning of the Air Force's compilation of system of records notices apply to this system. Records may be referred to Department of Justice and Department of Housing and Urban Development is required by them and processing a housing discrimination complaint. DISCLOSURE: Furnishing requested information is voluntary. Failure to provide the information may result in non-participation in the program. Privacy Act Systems notice"FO 32 AF CE B-Off Base Referral Housing

\*\*\*\*\***TO BE COMPLETED BY THE LANDLORD**\*\*\*\*\*

RPP PROGRAM OPTION: \_\_BELOW MARKET \_\_RPP PLUS (UTILITIES INCLUDED)

RENTAL APARTMENT COMPLEX:

\_\_\_\_\_

UNIT ADDRESS:

\_\_\_\_\_

RENT AMOUNT: \_\_\_\_\_ PRORATED AMOUNT: \_\_\_\_\_

MOVE IN DATE: \_\_\_\_\_ NUMBER OF BEDROOMS: \_\_\_\_\_

## Attachment 3

## COMMUNITY INSPECTION CHECKLIST

Figure A3.1. Community Inspection Checklist.

STUDIO__APARTMENT __ CONDO __ TOWNHOUSE __ HOME __DUPEX__	
NAME OF PROPERTY: _____	
MANAGER NAME: _____	DATE INSP: _____
ADDRESS OF PROPERTY: _____	
MANAGEMENT & ADDRESS: _____	
TELEPHONE NUMBER: _____	
DISTANCE FROM BASE: _____ PETS ALLOWED: YES __ NO __	
SMOKING: YES __ NO __	
1. FIVE RENTAL UNITS MUST BE AVAILABLE WITHIN FIRST FOUR MONTHS (Per Complex) _____	
2. THE DWELLING IS IN GOOD CONDITION: _____	
3. THE BUILDING AND GROUNDS ARE KEPT CLEAN AND ATTRACTIVE: _____	
4. THE KITCHEN IS MODERN AND HAS AMPLE CABINET SPACE: _____	
5. THE DWELLING IS ADEQUATELY PROTECTED FROM INSECTS/BUGS: _____	
6. IS MANAGEMENT COOPERTATIVE AND RESPONSIVE: _____	
7. HALLS AND LOBBIES ARE CLEAN AND WELL LIGHTED: _____	

8. AMPLE CLOSET SPACE IS PROVIDED:

\_\_\_\_\_

9. LAUNDRY FACILITIES ARE AVAILABLE AND CLEAN:

\_\_\_\_\_

10. TRASH DISPOSAL AREAS ARE SANITARY:

\_\_\_\_\_

11. SMOKE DETECTOR(S) INSTALLED AND WORKING:

\_\_\_\_\_

12. SCHOOLS FOR AREA: ELEMENTARY \_\_\_\_\_ MIDDLE \_\_\_\_\_

HIGH \_\_\_\_\_

13. SHOPPING FACILITIES ARE EASILY ACCESSIBLE:

\_\_\_\_\_

14. BASIC CABLE TV: \_\_\_\_\_

15. TELEPHONE JACKS: \_\_\_\_\_

16. ACCEPTABLE LEASE CLAUSES, WILL BE REVIEWED AT A LATER DATE:

\_\_\_\_\_

ADDITIONAL COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*INSPECTOR NAME/  
RANK*

*SIGNATURE*

*DUTY PHONE*

*UNIT*

*YES/NO*

\_\_\_\_\_

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## Attachment 4

## FACILITY INSPECTION CHECKLIST

Figure A4.1. Facility Inspection Checklist.

NAME OF FACILITY: _____
CONDITION INSPECTION: INITIAL: _____
Date _____
APARTMENT _____ CONDO _____ TOWNHOUSE _____ DUPLEX _____ HOUSE _____
PROPERTY ADDRESS: _____ _____
MANAGER NAME: _____ _____
COMMENTS: _____ _____ _____
CONDITION OF:
<u>LIVING ROOM</u> : Paint/Walls: _____ Floors: Carpet _____ Tile _____ Wood _____
Windows/Screens: _____
Comments: _____ _____ _____
<u>DINING ROOM</u> : Paint/Walls: _____ Floors: Carpet _____ Tile _____ Wood _____
Windows/Screens: _____
Comments: _____ _____ _____
<u>FOYER</u> : Paint/Walls: _____ Floors: Carpet _____ Tile _____ Wood _____
Windows/Screens: _____
Comments: _____ _____ _____

BEDROOMS:

Master: Paint/Walls: \_\_\_\_\_ Floors: Carpet \_\_\_\_\_ Tile \_\_\_\_\_ Wood \_\_\_\_\_

Windows/Screens: \_\_\_\_\_

Comments: \_\_\_\_\_

Bdr #2: Paint/Walls: \_\_\_\_\_ Floors: Carpet \_\_\_\_\_ Tile \_\_\_\_\_ Wood \_\_\_\_\_

Windows/Screens: \_\_\_\_\_

Comments: \_\_\_\_\_

Den #3: Paint/Walls: \_\_\_\_\_ Floors: Carpet \_\_\_\_\_ Tile \_\_\_\_\_ Wood \_\_\_\_\_

Windows/Screens: \_\_\_\_\_

Comments: \_\_\_\_\_

Bath:

Walls: W/Paper \_\_\_\_\_ Tile: \_\_\_\_\_ Paint: \_\_\_\_\_

Window/Screen: \_\_\_\_\_ Fixtures: \_\_\_\_\_

Soap Dishes: \_\_\_\_\_ Exhaust fan \_\_\_\_\_

Comments: \_\_\_\_\_

2nd Bath:

Walls: W/Paper \_\_\_\_\_ Tile: \_\_\_\_\_ Paint: \_\_\_\_\_

Window/Screen: \_\_\_\_\_ Fixtures: \_\_\_\_\_

Soap Dishes: \_\_\_\_\_ Exhaust fan \_\_\_\_\_

Comments: \_\_\_\_\_

Kitchen:

Paint/Walls: \_\_\_\_\_ Floors: \_\_\_\_\_

Countertops: \_\_\_\_\_ Cabinets: \_\_\_\_\_

Stove/Oven (Gas/Elect): \_\_\_\_\_ Exhaust Fan: \_\_\_\_\_

Refrigerator/Freezer: \_\_\_\_\_ Dishwasher: \_\_\_\_\_

Disposal: \_\_\_\_\_ Windows/Screen: \_\_\_\_\_

Utility/Laundry Room: Washer: \_\_\_\_\_ Dryer: \_\_\_\_\_

Location: \_\_\_\_\_ Heating/AC Units: \_\_\_\_\_

Balcony/Deck/Patio:	_____
Garage:	_____
Carport:	_____
Parking:	_____
Basic Cable TV:	_____
Pets: Yes: No: Type:	Number: _____ Size: _____
Smoking: Yes:	No: _____
Exterior Condition:	_____
Comments:	_____

**Attachment 5**  
**SAMPLE MOU**

**Figure A5.1. Sample MOU**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**XXX PROPERTY MANAGEMENT LLC**

**AND**

**673D AIR BASE WING JOINT BASE ELMENDORF-RICHARDSON, ALASKA**

**1. Purpose.** This Memorandum of Understanding (MOU) is between the Commander, 673d Air Base Wing, Joint Base Elmendorf-Richardson (JBER), Alaska (hereinafter referred to as the Installation); and Mary Doe for XXX Property Management (hereinafter referred to as Property Manager/Landlord). The purpose of this MOU is to further the mutual benefit of the Property Manager/Landlord and the Installation by making available residential rental units to military personnel at reasonable rental rates under the Rental Partnership Program (RPP). The Property Manager/Landlord owns certain property in the Municipality of Anchorage, State of Alaska, which is held for the purpose of residential rental to the general public and which is available for rent to military tenants. These rental properties are: XXX properties.

**2. Authority.** Dodo 4000.19 Underserviced and Intergovernmental Support, AFI 25-201, *Support Agreement Procedures*, and AFI 25-201/PACAF Sup.

**3. General:**

a. **Scope.** The Installation offers two Rental Partnership programs, a RPP below Market or a RPP Plus. A property manager/landlord may agree to enter into either or both programs. In this MOU the Property Manager/Landlord agrees to enter into the RPP: When a military member applies for a unit as described in paragraph 1, this MOU, the Property Manager/Landlord will advise the member of the programs available and the member may choose to participate in one of the programs. If a member/tenant chooses to participate in the RPP, this MOU applies and the Property Manager/Landlord agrees to incorporate the terms of this MOU into any lease executed under this program by reference thereto in the lease and by attaching a copy of this MOU to the lease, and the terms herein shall take precedence over any conflicting terms in the lease. Nothing in this MOU is intended to affect existing leases executed by military tenants prior to the date of this MOU, unless so desired by the Property Manager/Landlord and the affected tenants.

b. **Tenant Election/Effect Of MOU.** Any lease entered into under this MOU will remain in effect for the full term of the lease, regardless of whether this MOU remains in effect or is terminated during the term of the lease. This MOU supersedes any previous on the same topic. This MOU will not change the rental rates of those individuals who have current leases or who are residing in XXX Property Management properties in the RPP. If a military member/tenant, who is attached to the installation and his/her family members are authorized housing at JBER, chooses to participate in the RPP during the term of this MOU, the Property Manager/Landlord



agrees to lease the rental properties described above (hereinafter referred to as the “rental properties”) to that single or married military person, at a monthly rate reflected in paragraph **4b**, this MOU.

#### **4. Responsibilities:**

##### **a. Installation:**

(1) Rental properties will be inspected by officials of the installation prior to execution of this MOU and from time to time thereafter. Properties not conforming to or not maintained within the Installation’s Housing Office standards will be removed from the program. Prior to removal, the Property Manager/Landlord will be provided written notice of the deficiencies and a 30-day opportunity to cure the deficiencies. The installation reserves the right to decline to enter a MOU and to cancel an existing MOU based upon tenant complaints against a Property Manager/Landlord.

(2) As a condition of this MOU, the installation does not assume any liability for damage caused by military tenants or for any fees or obligations incurred by military tenants, nor does this MOU in any way obligate government appropriated or non-appropriated funds for payment of same.

(3) Further, by this MOU, the installation does not assume any obligation nor will it have any liability for the actions or failures to act by the military tenants and/or the Property Manager/Landlord, or their agents, servants, employees, social, or commercial guests, or any other persons for any claims, of whatever kind, whether sounding in contract, tort, or any other cause of action. In addition, no action or obligation undertaken by the installation or the Installation’s agents, servants, or employees as a result of this MOU may cause any liability of whatever kind. The installation will not indemnify the Property Manager/Landlord in any way.

(4) The installation will not be required to provide any tenants to the Property Manager/Landlord but agrees to refer potential tenants to the Property Manager/Landlord by providing, at no cost to the Installation, prospective tenants with information materials such as pamphlets, brochures, a list of all services provided, and any other pertinent information about their communities which are provided by the Property Manager/Landlord.

##### **b. Property Manager/Landlord:**

(1) The Property Manager/Landlord will accommodate the rental rates at five percent below market price (MP) and any discounts afforded other tenants including: move-in (for example, reduced first month’s rent) discounts/incentives. **NOTE:** Market Price, the last price that a like type rental unit has been rented for other than Rental Partnership Program units.

(2) The Property Manager/Landlord agrees to make available the following number (or greater number at Property Manager/Landlord option) of rentals: Rentals: 5 per property.

(3) Upon election by the military tenant, the next available comparable unit will be made available for rent by military personnel under the terms of this MOU. The installation agrees that Property Manager/Landlord will have until April 30, 20xx before all units(s) are made available under this MOU. In the event of a vacancy in a unit covered by this MOU, the Property Manager/Landlord will notify the Installation with a written notice of the projected vacancy. The military personnel will be given priority in renting the vacant unit.

(4) There will be no additional costs to the tenant at move-out for normal wear and tear of carpet or shampooing.

(5) The bedroom authorization criteria, as directed by this MOU, and the size and adequacy criteria of the rental unit to which military personnel will be entitled at the rate agreed upon herein, are as follows:

(a) **Bedroom Authorizations.** Requirements for the number of bedrooms will be based on the following:

- (1) No child will share a bedroom with an adult.
- (2) Not more than two children shall share a bedroom.
- (3) A child 6 years old or older will not share a bedroom with a child of the opposite sex.
- (4) A child age 10 years or older is entitled to a separate bedroom.

(b) **Size Criteria:**

- (1) One-bedroom units shall not be less than 550 square feet.
- (2) Two-bedroom units shall not be less than 750 square feet.
- (3) Three-bedroom units shall not be less than 960 square feet.

(c) **Adequacy:**

1. Must be a complete dwelling unit with private entrance, bath, and kitchen for sole use of a single family.

2. Both kitchen and bathroom can be entered without passing through a bedroom.

3. Must be well constructed and in good repair.

4. Must have heating, stove, refrigerator, and one parking space and one shared parking space available for triplexes and larger units.

5. Must meet acceptable standards for health and sanitation.

6. Must not be subject to offensive fumes, industrial noises or other objectionable features.

7. Must meet size criteria outlined.

8. Must be above ground units.

(6) Military tenants entering into leases under this program will not be required to pay a security deposit, cleaning fee, administrative fees, application/processing fees, or credit check fee.

(7) The Property Manager/Landlord understands that the Installation is not acting as a guarantor for any rental payments or any other obligations at any time, under any circumstances.

(8) In the event that the military member or their military roommate receives permanent change of station (PCS) orders, separation/retirement orders, or temporary duty (TDY) orders for a period in excess of 3 months, the tenant may terminate the rental agreement by providing a 30

days written notice with proof of orders to the Property Manager/Landlord prior to the rental due date. In such event that the tenant is assigned involuntarily to JBER quarters or dormitory the termination process and maximum tenant liability for rent will be the same as stated above in this paragraph.

(9) All initial leases shall be for a period of twelve months and month-to-month thereafter unless otherwise stated. The tenant may terminate the rental agreement after completion of the initial lease/rental term by providing a 30 days written notice to the Property Manager/Landlord prior to the rental due date.

(10) Reconciliation of the tenants on the RPP is conducted periodically. The JBER housing office will fax or e-mail a list of tenants that are participating in the program to the Property Manager/Landlord so that it may be updated. The Property Manager/Landlord will have five days after receipt of the listing to make any changes int the listing and fax or e-mail it back to JBER housing office.

**5. Review And Extension Clause:**

a. The term of this MOU shall be for one year commencing on January 1, 20xx and terminating on December 31, 20xx.

b. This MOU may be extended, upon mutual agreement of the parties, for five additional one-year terms. The parties will give each other written notice of intent to extend the term of the MOU 60 days before the expiration of the MOU. A memorandum signed by both parties extending the MOU will be made an attachment to the MOU.

**6. Termination Clause.** This MOU may be terminated at will by either party upon 90 days written notice to the other party. This MOU may be terminated for cause by the Installation upon written notice to the Property Manager/Landlord after a failure of the Property Manager/Landlord to cure deficiencies referenced in pargraph **4**, this MOU.

**7. Effective Clause.** This MOU is effective upon signature of both parties.

FOR PROPERTY MANAGER/LANDLORD of XXX PROPERTY MANAGEMENT

\_\_\_\_\_  
DATE

FOR INSTALLATION

\_\_\_\_\_  
BEVERLY J. ROBERTS

\_\_\_\_\_  
DATE

Chief, Capital Asset Management Element

Distribution:

673 CES/CEACH

XXX PROPERTY MANAGEMENT, 0000 XXX Dr, Anchorage, Alaska

This Lease is subject to the terms and conditions of the Memorandum of Understanding (MOU) between the 673d Air Base Wing and XXX Property Management, which is hereby incorporated into the Lease by reference. The terms and conditions of the MOU take Precedence over those of the Lease and control when inconsistent or at variance with the terms of this lease. This MOU supersedes any previous verbal or written agreements between the parties. No change or modification of this MOU shall be valid unless it is in writing signed by both parties. This MOU is at all times subject to the rules and regulations of the Department of the Air Force. If the military member receives permanent change-of-station (PCS) orders, relieved from active duty in the Armed Forces, or receives government direction to be assigned to JBER quarters the LESSEE may terminate this lease provided that the LESSEE gives the LESSOR a 30 days written notice of his/her intention to terminate prior to the rental due date. If the military member dies any remaining LESSEE may terminate this lease provided that the LESSEE gives the LESSOR a 30 days written notice of his/her intention to terminate prior to the rental due date.

The military tenant will be required to clean the unit prior to termination in accordance with the Alaska Landlord Tenant Act. Charges may not be accessed by the LESSOR for normal non-abusive living. A military tenant may however, be held responsible for any found conditions resulting from accident, neglect, or abuse which require repairs or treatments such as, but not limited to enzyme, damage to subfloor, or carpet replacement.

Managing Agent \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_